

Cresco

AFSCME #1068 (Mixed)

7/1/2005 6/30/2008

CRESO/AFCME (MIXED)
#1068

05-08

AGREEMENT

between

CITY OF CRESCO, IOWA

and

**LOCAL 1068
AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL EMPLOYEES
AFL-CIO**

July 1, 2005 – June 30, 2008

PREAMBLE

THIS AGREEMENT entered into by the CITY OF CRESCO, hereinafter referred to as the Employer, and LOCAL 1068/COUNCIL 61, AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE 1 RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all the employees in the Bargaining Unit certified in Case No. 918 of the Public Employment Relations Board as follows:

INCLUDED: Assistant Superintendent, Sewage Treatment Plant; Assistant Chief of Police; Patrol Officer; Certified Sewage Treatment Plant Operator; Assistant Superintendent of Streets; Street Maintenance Worker; Certified Water Plant Operator; Assistant Water Superintendent, Police Sergeant, and Police Lieutenant.

EXCLUDED: Director of Public Works; Superintendent of Water Works; Superintendent of Sewage Treatment Plant; Street Commissioner; City Clerk; Assistant City Clerk; Chief of Police; Fire Chief; Volunteer Firefighters, and all those excluded by Section 4 of the Act.

Section 2. The Employer will not, during the life of this Agreement, meet and confer or meet and negotiate with any individual employees or with any other employees' organization with respect to the terms and conditions of employment of the employees covered by this Agreement except through the Union or its authorized representatives. The Employer will not assist or otherwise encourage any other employees' organization which seeks to bargain for employees covered by this Agreement.

Section 3. Part-time employees are defined as regularly scheduled employees who work less than forty (40) hours per week. All provisions of this contract shall apply to part-time employees who shall receive all benefits on a pro rata basis. This limitation shall not apply to part-time employees who are in the City's employ January 1, 1981.

ARTICLE 2 UNION SECURITY

Section 1. Probationary Period. Each employee shall be considered as on probation for a period of ninety (90) days. Upon satisfactory completion of the probationary period, the employee will be entitled to all rights and privileges granted all other employees, and his/her term of employment will start as of his/her employment date.

Section 2. Checkoff. The City agrees that on receipt of an individual written authorization from an employee, the City shall deduct from the employee's second pay of each month, membership dues of said employee for the Union, Local 1068, and upon receipt of a notification of withdrawal from the Union, to transmit same to the Union.

Section 3. Transmission of Dues. The City shall transmit to the Treasurer of the Union the total deduction of all membership dues so authorized within fifteen (15) days following the second pay period of the month. The City shall also send a complete list of names of employees for whom the deductions were made. With each subsequent monthly membership dues remittance, the City will then make notations of additions or deletions from said list.

Section 4. Nondiscrimination. The Employer and Union agree to comply with any nondiscrimination in employment laws that are applicable.

There shall be no discrimination in employment by the Employer or the Union toward any employee because of their membership in, or non-membership in, the Union. The parties will not discriminate against an employee because of an employee's support or non-support or participation or non-participation in Union affairs and/or activities.

ARTICLE 3 HOURS OF WORK

Section 1. Regular Hours. The regular hours of work each day shall be eight (8) consecutive hours except that they may be interrupted by a lunch-period-not-to-exceed-----one (1) hour.

Section 2. Workweek. The workweek shall consist of five (5) consecutive eight (8) hour days, Monday to Friday inclusive, except for employees in the Police operations, discussed below.

Section 3. Workday. Eight (8) consecutive hours of work shall constitute the regular workday.

Section 4. Work Schedules. Shifts, workdays, and hours shall be posted on all department bulletin boards at all times as follows:

A. Employees who work in the Street, Water and Sewage Departments shall normally start work at 7:00 AM and quit work at 4:00 PM.

B. Employees engaged in Police operations are defined as being any employee or group of employees engaged in any operation for which there is regularly scheduled employment for twenty-four (24) hours a day or seven (7) days a week.

The workweek for employees engaged in Police operations shall not exceed six (6) eight (8) hour days.

The starting and quitting time for employees who work in Police operations shall be established by mutual agreement and will not be changed unless the changes are mutually agreed upon by the Union and the Employer.

ARTICLE 4 REST PERIODS

All employees' work schedules shall provide for a fifteen (15) minute rest period during each one-half shift. The rest period shall be taken at the middle of each one-half shift or as near that time as possible.

Employees who, for any reason, continue to work beyond their regular quitting time into the next shift, shall receive a fifteen (15) minute rest period before they start to work on such next shift. In addition, they shall be granted the regular rest periods that occur during the shift.

ARTICLE 5 MEAL PERIODS

All employees shall be granted an uninterrupted lunch period of no less than one-half (1/2) nor more than one (1) hour during each work shift.

The lunch period shall be scheduled at the middle of each shift whenever it is feasible.

The Employer shall furnish a meal to any employee who is requested to and does work two (2) hours outside his/her regular starting and/or quitting time. The employee shall be furnished additional meals every four (4) hours thereafter while the employee continues to work.

In the event the Employer is unable to furnish meals, the employee shall be granted time off to eat, and the Employer shall compensate the employee for one (1) additional hour of work at one and one-half (1 1/2) times his/her regular rate of pay.

Employees working in Police operations shall have a paid lunch period included as a part of their regular shift.

ARTICLE 6 OVERTIME

Section 1. Rate of Pay. Time and one-half (1 1/2) the employee's regular hourly rate of pay, or compensatory time off as defined below, shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours.

Section 2. Daily. All work performed in excess of eight (8) hours in any workday.

Section 3. Weekly. All work performed in excess of forty (40) hours in any workweek.

Section 4. Before or After Regular Hours. All work performed before or after any scheduled work shift.

Section 5. Saturday-Sunday Work. With the exception of the Police, any work done on Saturday or Sunday shall be at the overtime rate. Police Officers shall receive overtime for any work on their seventh (7th) day of work or for work performed on a regularly scheduled day off.

For the purpose of computing the sixth (6th) or seventh (7th) day of work, any time that an employee is in pay status shall be counted as a day of work.

Section 6. Compensatory Time Off.

A. If compensatory time off is chosen by the employee as the method of pay for overtime work, the overtime rate of pay shall be one and one-half (1 1/2) hours compensatory time off for each hour of overtime worked. Employees may elect to take fifty percent (50%) of their overtime in cash and the Employer shall pay more in cash if funds are available.

B. There shall be no more than one hundred twenty (120) hours compensatory time off accumulated at one time unless the Employer causes more.

C. No compensatory time off shall be taken off unless okayed by the immediate supervisor first.

Section 7. Scheduling of Overtime. The Employer through its department supervisors and/or Director of Public Works shall distribute overtime among employees in the classification of work that they are assigned to.

ARTICLE 7 HOLIDAYS

Section 1. Holidays Recognized and Observed.

A. The following days shall be recognized and observed as paid holidays:

New Year's Eve Day	Veterans' Day
New Year's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Eve Day
Labor Day	Christmas Day

And Good Friday afternoon and such other days as shall be legally observed for the foregoing.

B. Employees shall receive one (1) day's pay for each of the holidays listed above on which they perform no work.

C. Whenever any of the holidays listed above falls on an employee's scheduled day off, the employee may take another day off, or pay in lieu thereof.

D. For Streets, Water and Sewer department employees, Monday will be the recognized holiday for those holidays falling on Sunday. Friday will be the recognized holiday for those holidays falling on Saturday. For Security employees, the holidays shall be deemed to fall on the day on which it occurs.

E. Employees who are required to work on Easter Sunday will be paid time and one-half (1 1/2) for all hours worked on that day.

Section 2. Eligibility Requirements. New employees shall be eligible for holiday pay after one (1) month of employment.

Section 3. Holiday Work. If an employee works on any of the holidays listed above, he/she shall be paid the following premium rates:

For the first eight (8) hours, two and one-half (2 1/2) times for all hours worked, or compensatory time off at the rate of two and one-half (2 1/2) hours for each hour worked, at the employee's option.

For all hours worked in excess of eight (8), three (3) times for all hours worked, or compensatory time off at the rate of three (3) hours for each hour worked, at the employee's option.

Section 4. Holiday Hours for Overtime Purposes. For the purpose of computing overtime, all holiday hours (worked or unworked) for which an employee is compensated (in cash or with compensatory time off) shall be regarded as hours worked.

ARTICLE 8 VACATIONS

Section 1. Eligibility and Allowances. All employees shall be entitled to a paid vacation in accordance with the following schedule:

<u>Length of Service</u>	<u>Vacation Allowance</u>	<u>Length of Service</u>	<u>Vacation Allowance</u>
After 1 year	6 days	After 10 years	17 days
After 2 years	11 days	After 12 years	18 days
After 3 years	12 days	After 14 years	19 days
After 5 years	13 days	After 16 years	21 days
After 7 years	14 days	After 18 years	22 days
After 9 years	16 days	After 20 years	23 days

Employment anniversary dates shall be used in determining years of employment.

Section 2. Vacation Pay. The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately preceding the employee's vacation period.

Employees shall receive their vacation pay prior to the start of their vacation period.

Section 3. Choice of Vacation Period. Vacations shall be granted in writing at the time requested by the employee, providing one (1) working day's notice for one (1) day vacation, two (2) days' notice for two (2) days vacation, three (3) days' notice for three (3) days vacation, four (4) days' notice for four (4) days vacation, five (5) working days is given for five (5) and ten (10) working days notice in writing is given for six (6) days vacation or more. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his/her choice of vacation period in the event of any conflict over vacation periods. Vacations of longer than fourteen (14) consecutive days shall be subject to the approval of the Employer.

Vacation periods may be carried over for one (1) year. Vacations shall be taken in increments of one-half (1/2) day or more.

Section 4. Holiday During Vacation Period. Whenever a holiday falls during an employee's scheduled vacation time, the employee may extend his/her vacation period by the number of holidays within the vacation period. In no case shall holiday hours be counted as vacation time.

Section 5. Vacation Rights in Case of Layoff or Separation. Any employee who is laid off, discharged, retired or separated from the service of the Employer for any reason, prior to taking his/her vacation, shall be compensated either in cash or additional vacation for the unused vacation he/she has accumulated at the time of separation.

Section 6. Deceased Employee. Accrued vacation benefits for deceased employees shall be paid to the employee's estate.

ARTICLE 9 MINIMUM TIME PAY ALLOWANCES

Section 1. Reporting Time. Any employee who is scheduled to report for work and who presents himself/herself for work as scheduled shall be assigned to at least eight (8) hours work on the job for which he/she was scheduled to report.

If work on the job is not available, the employee shall be excused from duty and paid, at his/her regular rate, for eight (8) hours work at the appropriate rate - straight time or overtime - whichever is applicable.

Section 2. Call Time. Any employee called to work outside of his/her regularly scheduled shift shall be paid for a minimum of two (2) hours at the appropriate rate of pay, either time and one-half (1 1/2) or double time.

Any employee scheduled to work on Saturday, Sunday or a holiday shall be paid a minimum of four (4) hours at the appropriate rate.

If the call time work assignment and the employee's regular shift overlap, the employee shall be paid the call time rate until he/she completes two (2) hours work. The employee shall then be paid for the balance of his/her regular work shift at the straight time rate.

Compensation for call time shall begin from the time the employee arrives at work until return if time does not overlap into his/her normal work schedule.

Section 3. Standby Compensation. Any employee who is requested and agrees to remain available for the purpose of being recalled to work, shall be compensated for time on standby at the rate of twenty percent (20%) of their regular hourly rate for all such hours.

ARTICLE 10 LEAVES OF ABSENCE

Section 1. Eligibility Requirements. Employees shall be eligible for leaves of absence after the completion of their probation periods.

Section 2. Application for Leave. Any request for a leave of absence shall be submitted in writing by the employee to the employee's immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

If approved, written authorization for a leave of absence shall be furnished to the employee by his/her immediate supervisor.

Any request for a leave of absence shall be answered promptly. Requests for immediate leave (for example, family sickness or death) shall be answered before the end of the shift on which the request was submitted.

In addition to accruing seniority while on any leave of absence granted under the provision of this Agreement, employee shall be returned to the position they held at the time of the leave of absence request.

Section 3. Paid Leaves

A. Bereavement

1. In the event of death in the immediate family of an employee or the employee's spouse, the employee shall be granted three (3) working days leave of absence with pay to make household adjustments, arrange for funeral services, or to attend funeral services.

The immediate family shall include spouse, parents, grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, children, grandchildren, brother and sister.

2. A Department Head shall grant a leave of absence of one (1) day for an employee to attend services for a member of the immediate household or fellow employee.

- B. Jury Duty. Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service.

Employees shall return any salary compensation for jury duty they received to the Employer.

- C. Civic Duty. Employees required to appear, pursuant to a subpoena, before a court or other public body, shall be granted a leave of absence with pay for the period necessary to fulfill their civic duties and responsibilities.

Employees shall return any salary compensation they receive from the court or other public body to the Employer.

Section 4. Unpaid Leaves

- A. Family Sickness and Death. A Department Head shall grant a leave of absence of one (1) day for an employee to attend services for a fellow employee, a neighbor, an uncle, an aunt, or first cousin, or to fulfill the duties of a pallbearer.

An employee shall be granted leaves of absence limited to six (6) days per year for critical illness or severe injury of a member of the immediate family.

- B. Reasonable Purpose. Leaves of absence for a limited period -- not to exceed six (6) months -- may be granted for any reasonable purpose, and such leaves may be extended or renewed for any reasonable period.
- C. Education. After completing one (1) year of service, any employee, upon request, may be granted a leave of absence for educational purposes.

Only non-monetary benefits shall continue during any unpaid leave of absence.

- D. Union Business. Any employee delegated to a Union meeting may be granted a leave for the time of the meeting or thirty (30) days, whichever is the lesser. Approval of the leave request will not be unreasonably withheld by the Employer. Ten (10) days prior notice of such a leave shall be given to the Employer.
- E. Vacation Credits. Employees on unpaid leave may utilize vacation credits or comp time up to six (6) days.

ARTICLE 11
SICK LEAVE

Sick leave shall apply to a period in which the employee is incapacitated and absent from the performance of the employee's duties by sickness, injury, for medical, surgical or optical treatment, or where by reason of the employee's exposure to contagious disease, the employee's presence at the employee's post of duty would jeopardize the health of others. Disabilities caused or contributed to by pregnancy and recovery thereof shall be covered by sick leave. After the second day of sick leave, the Employer may request written verification from the attending doctor.

Section 1. Allowance. Employees shall be eligible for sick leave from date of hire with the Employer.

Employees shall be allowed two (2) days of sick leave for each month of service. Sick leave shall be earned by an employee for any month in which the employee is compensated for ten (10) or more days of work.

Section 2. Accumulation and Bank. Employees shall start to earn sick leave from their date of hire, and they shall accumulate sick leave up to a maximum of one hundred twenty-six (126) days.

Section 3. Unused Days

- A. A lump sum shall be paid to an employee equal to twenty percent (20%) of the cash value of the accumulated sick leave when they are permanently separated from employment as a result of voluntary resignation, or retirement. In the case of retirement, an employee may leave active duty prior to his/her designated retirement date by using all or a portion of the 20% of his/her accumulated sick leave. For example, if an employee has 126 days of accumulated sick leave and his/her retirement date is May 1, the employee may leave active duty 25.2 days earlier than May 1 or any combination of pay and time which equals 25.2 days in time off or cash.

Retirement is defined as eligibility for benefits under a State of Iowa public employees retirement plan.

- B. A lump sum shall be paid to an employee equal to ten percent (10%) of the cash value of the accumulated sick leave when they are permanently separated from employment as a result of discharge.
- C. In the event of death, payment equal to twenty percent (20%) of the cash value of the accumulated sick leave is to be made to the estate of the employee.
- D. The amount of payment for all unused sick leave is to be calculated at the employee's rate of pay in effect on the payday immediately preceding the employee's separation.
- E. In lieu of the above, the employee shall have the option to apply unused sick leave to pay health insurance premiums upon retirement.

Section 4. Recovery Period. An employee may return to work and perform light duty work if cleared by his/her physician.

Section 5. Vacation Sick Leave. Should an employee become ill or disabled while on vacation, vacation leave shall be changed to sick leave, effective the date of the illness or disability, upon notice to the employee's supervisor.

Section 6. On-the-Job Injuries. Workers Compensation benefits are available to employees who are injured on the job. An employee may elect to supplement workers compensation benefits with sick leave if he/she notifies the City in writing. The employee retains the workers compensation check and the City will issue a check to the employee for the difference of normal gross pay and workers' compensation payment. The City will deduct withholdings only on the difference between the regular gross pay and the Workers' Compensation pay.

Procedure:

- A. Calculate the average gross weekly pay by dividing the total gross wages paid the employee for the 13 weeks prior to the date of injury. (figure is needed to determine the benefit amount in Step B below).
- B. Determine the employee's weekly Workers' Compensation benefit amount by the Benefit Schedule of the Iowa Workers' Compensation Claim Handling Guide.
- C. Subtract the Workers' Compensation benefit from the weekly net pay amount to determine the amount of sick leave pay needed to bring it up to regular take home pay.
- D. Calculate the employee's net hourly wage (divide weekly net pay by hours worked).

- E. Divide amount in Step C. by the net hourly wage (Step D) = no. of hours of sick leave to be paid per week and deducted from the employee's sick leave accumulation.

ARTICLE 12 EMPLOYER RIGHTS

Public Employers shall have, in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter or special act, the exclusive power, duty and right to: direct the work of its public employees; hire, promote, demote, transfer, assign, and retain public employees in positions within the public agency; suspend or discharge public employees for proper cause; maintain the efficiency of governmental operations; relieve public employees from duties because of lack of work or for other legitimate reasons; determine and implement methods, means, assignments and personnel by which the Public Employer's operations are to be conducted; take such actions as may be necessary to carry out the mission of the Public Employer; initiate, prepare, certify and administer its budget; exercise all powers and duties granted to the Public Employer by law.

ARTICLE 13 DISCIPLINE AND DISCHARGE

Section 1. Discipline. Disciplinary action or measure may include the following:

Oral reprimand
Written reprimand
Suspension (notice to be given in writing)
Discharge (notice to be given in writing)

Section 2. Discharge. The Employer shall not discharge any employee without just cause; however, if any employee is discharged, the Union shall have the right to take up the suspension and/or discharge as a grievance at the third step of the grievance procedure and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party.

Section 3. Oral or written reprimands shall be removed from an employee's personnel file if there is no further discipline within eighteen (18) months from the date of the reprimand.

ARTICLE 14 SETTLEMENT OF DISPUTES

Section 1. Grievance and Arbitration Procedure. Any grievance or dispute which may arise between the parties, including the application, meaning, or interpretation of this Agreement, shall be settled in the following manner:

Step 1. The Union Steward, with or without the employee, shall take up the grievance or dispute with the employee's immediate supervisor within fourteen (14) calendar days of the date of the grievance or the employee's knowledge of its occurrence. The supervisor shall attempt to adjust the matter and shall respond to the Steward within three (3) working days.

Step 2. If the grievance has not been settled in Step 1, it may be presented in writing by the Union Steward or other Union representative to the Director of Public Works or the Mayor within seven (7) working days after the response of the supervisor is due.

The Director of Public Works or the Mayor shall respond in writing to the Union Steward within five (5) working days.

Step 3. If the grievance is still unsettled, it may be presented by the Union Grievance Committee's four (4) members to the City Council within seven (7) working days after the response of the Director of Public Works or Mayor is due. The City Council shall respond in writing to the Union Grievance Committee within five (5) working days.

Step 4. If the grievance is still unsettled, the Union may, within fifteen (15) days after the regular Union membership meeting, request arbitration.

1. The arbitration hearing shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) working days after notice of arbitration has been given. If the parties fail to select an arbitrator by mutual agreement, the Public Employment Relations Board (PERB) may be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The flip of a coin shall determine the first strike; the other party shall then strike one name, the process will be repeated and the remaining person will be the arbitrator.

2. Grievances that are withdrawn shall not be processed to arbitration by the Employer.

3. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his written decision within thirty (30) days after the submission of the grievance to him. Either party may furnish the arbitrator a photocopy of the grievance.

4. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. However, the Employer shall be responsible for compensating representatives and witnesses in its employ. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the cost of the record and makes copies available at cost to the other party.

5. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the grievance submitted. The decision shall be signed by the arbitrator and furnished by the arbitrator to the Union and to the Employer.

Section 2. Processing Grievances During Working Hours. Grievance Committee members may carry on their grievance responsibilities during working hours with supervisor approval without loss of pay. All time spent in hearings held under this procedure shall be counted as hours worked for purposes of computing pay and overtime or compensatory time.

ARTICLE 15 GENERAL PROVISIONS

Section 1. Work Rules. Management agrees to establish a consistent set of work rules which will cover all employees in the bargaining unit. The work rules shall be reasonable and shall be applied equally to all employees in the unit.

Any changes in management instituted work rules shall be posted ten (10) days before implementation.

The Union shall receive a copy of work rules and changes.

Section 2. Equipment. All tools and other equipment required by the Employer shall be furnished by the Employer.

Section 3. Union Notices. The Employer agrees to allow the Union to post notices in convenient places in each work area.

The Union shall limit its posting of notices and bulletins to such areas.

Section 4. Uniforms and Protective Clothing. If any employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, proper uniform, protective clothing or protective device shall be furnished to the employee by the Employer.

Police officers will be allowed a minimum of \$300 per year to be used for the purchase of uniforms, equipment, footwear and the maintenance of uniforms. Additional purchases are approved at the discretion of the Police Chief. All expenses will be paid directly by the City to the supplier. All expenses above \$300 requires the officer to turn in the old uniform and/or equipment that is being replaced.

Section 5. Health and Safety. There shall be established a joint Safety Committee composed of an equal number of Employer representatives and employee representatives selected by the Union. The Committee shall meet at a mutually convenient time at the request of any member of the Committee. All Safety Committee meetings shall be held during normal work hours, on the Employer's premises, and without loss of pay. The function of the Safety Committee shall be to review reports of

property damage and personal injury accidents, to inspect work areas, to detect unsafe or hazardous work methods or conditions, to provide support for a strong safety program, and to review and recommend safety policies of the Employer. All safety policies recommended by a majority of the members of the Safety Committee shall be adopted and enforced by the Employer.

ARTICLE 16 SENIORITY

Section 1. Definition. Seniority means an employee's length of continuous service with the Employer since his/her last date of hire.

Section 2. Probation Period. New employees shall be added to the seniority list upon completion of their probationary period.

Section 3. Seniority Lists. The Employer shall post on departmental bulletin boards a seniority list showing the continuous service of each employee. A new posting is to be accomplished whenever a change in seniority occurs, and a copy of each posting shall be furnished to the Local Union, when posted.

Section 4. Breaks in Continuous Service. An employee shall lose their seniority and the employment relationship shall be broken and terminated as follows:

- a. Employee quits.
- b. Employee is discharged for just cause.
- c. Failure to report for work at the end of leave of absence.
- d. Failure to report to work within fourteen (14) days after being notified to return to work following layoff.
- e. Employee has been laid off for a period of one (1) year.
- f. Employee retires.
- g. An employee is absent from work for any reason for over eighteen consecutive (18) months.

There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service.

Section 5. Classification Changes. When an employee changes from one classification to another, under the job posting procedure, and where such changes require no training, but only a normal break-in period, seniority shall govern. When training is required, the provisions of Section 6 shall apply.

Section 6.

- A. All vacancies in any job classification or new jobs shall be posted on the bulletin boards for a period of five (5) regular working days with a copy of such notice given to the Union's designated representative. The City agrees to include in the notice so posted the job classification, its location in the City, and normal starting time of the job, the rate of pay and minimum qualifications.
- B. Promotions shall be based on qualifications and seniority. Qualifications being equal, seniority shall prevail.
- C. All employee applications for posted job vacancies as hereinbefore set out shall be considered in the selection of the person to fill the vacancy.
- D. Employees assigned to vacancies or new positions shall be on probation for a period of ninety (90) days.
- E. In the event an employee does not choose to accept a promotion, it shall have no effect on his/her future promotions.

Section 7. Layoffs and Recalls

- A.
 - 1. Separation by reduction in force shall be accomplished in a systematic manner, with equity for the rights of the employee.
 - 2. Layoff shall not be a subterfuge for discharge.
 - 3. Order of layoff shall be as follows:
 - 1) emergency
 - 2) intermittent
 - 3) probationary
 - 4) permanent
- B. After all emergency, intermittent, and probationary employees are laid off, permanent employees with the least seniority who are not qualified for the work available shall be laid off first on fifteen (15) working days written notice. Recall shall be in reverse order, provided that employees recalled shall be qualified for the work available. No new employees shall be hired until all employees on layoff status have had the opportunity to return to work.

Section 8. Temporary Transfers. The Employer shall have the right to make temporary transfers of employees, and an employee transferred to a job paying a higher rate shall receive the higher rate and an employee transferred to a job paying a lower rate shall retain the employee's regular rate.

ARTICLE 17
WAGES

Section 1. Wage Schedule

- A. Employees shall be compensated in accordance with the wage schedule attached to this Agreement marked Appendix A, which Appendix is by this reference, made a part of this Agreement.
- B. New employees will be employed at twenty-five cents (\$.25) per hour less than the rate of pay set forth on the Appendix A during their probation periods. Employees shall move to the rate of pay in Appendix A after the completion of their probation periods.

Section 2. Pay Period. Employees will be paid each two (2) calendar weeks on the Friday of the second week unless this day is a holiday, in which case the preceding day shall be the payday.

Section 3. Longevity. All hourly paid City employees shall be compensated for their continuous years of service in the following manner:

- A. At the end of five (5) consecutive years of service, the employee shall receive Fifteen Dollars (\$15.00) per month increase.
- B. At the end of each following five (5) year period of continuous employment, an employee shall receive an additional Fifteen Dollars (\$15.00) per month increase, up to a maximum of Sixty Dollars (\$60.00) per month increase.

Section 4. Time Sheets. There shall be no change made in an employee's time sheet without his/her knowledge.

ARTICLE 18
INSURANCE

The Employer agrees to pay the single and dependent premium for a Health and Major Medical group insurance program. The Employer reserves the right to select the carrier. (It is the intent of the parties that insurance coverage will be comparable to coverage's included in the Wellmark U21 QPT plan.)

The employee will be responsible for all deductible and co-insurance amounts.

In addition, the Employer shall pay the premium for a \$2,000 Life Insurance policy for each employee.

The insurance program shall be subject to all terms and conditions of the contract with the insurance carrier(s) selected by the Employer.

ARTICLE 19
SAVINGS CLAUSE

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the court's decision; and upon issuance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

In the event the parties fail to agree on provisions for substitute in fifteen (15) days following the start of negotiations, the parties shall request a list of five (5) arbitrators from the Public Employment Relations Board. The first strike shall be decided by a coin toss and the parties shall alternately strike until there is one (1) name remaining who shall become the arbitrator. The arbitrator shall decide between the management's and Union's final offer as to which is the most appropriate substitute.

The decision of the arbitrator shall be final and binding on both parties.

ARTICLE 20
DURATION AND TERMINATION

Section 1. Duration. This Agreement shall be effective commencing July 1, 2005 and ending June 30, 2008.

Section 2. Automatic Renewal. This Agreement shall be automatically renewed unless either party shall notify the other in writing one hundred eighty (180) days prior to the budget certification date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than one hundred twenty (120) days prior to the budget certification date; this Agreement shall remain in full force and effect until a new agreement is negotiated and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands this 23 day of May, 2005.

CITY OF CRESCO, IOWA

By Randy Hughes
Mayor

By _____

By _____

By _____

AMERICAN FEDERATION OF STATE,
COUNTY & MUNICIPAL EMPLOYEES,
AFL-CIO, LOCAL NO. 1068

By Kristi E. Cove
Council 61 Representative

By Rodney F. Fisher

By Deann Vink

Acknowledged by:

Renee Von Bokern

Employer Representative
Von Bokern Associates

APPENDIX A

<u>Job Classification</u>	<u>7-1-05</u>	Effective <u>7-1-06</u>	<u>7-1-07</u>
<u>SECURITY</u>			
Assistant Chief of Police	\$15.33	\$15.79	\$16.26
Lieutenant	\$15.08	\$15.53	\$16.00
Police Sergeant	\$14.94	\$15.39	\$15.85
Patrol Officer	\$14.82	\$15.26	\$15.72
<u>STREET</u>			
Assistant Superintendent of Streets	\$13.87	\$14.28	\$14.71
Street Maintenance Worker	\$13.51	\$13.92	\$14.34
<u>SEWAGE TREATMENT</u>			
Assistant Sewage Superintendent	\$13.87	\$14.28	\$14.71
Laborer	\$13.51	\$13.92	\$14.34
<u>WATERWORKS</u>			
Assistant Water Superintendent	\$13.87	\$14.28	\$14.71
Laborer	\$13.51	\$13.92	\$14.34

APPENDIX B

Article 8.3 - Police Department Only

Vacation requested and approved thirty (30) days or more in advance shall have priority over any other vacation requests, with the exception of already scheduled vacations. Vacations requested and approved less than thirty (30) days in advance shall be granted by seniority; however, these vacation times shall not preempt any vacations that had thirty (30) day or more approval.